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November 21, 2013

VIA ECF

Hon. Jesse M. Furman
United States District Court
Southern District of New York
40 Centre Street, Room 2202
New York, New York 10007

**Re: *Pla, et al. v. Renaissance Equity Holdings, et al.*,
12 CV 5268 (JMF)**

Dear Judge Furman:

Dear Judge Furman:

We represent the Plaintiffs in the above-referenced wage-and-hour matter. On behalf of both Plaintiffs and Defendants, we are pleased to advise the Court that the Parties have reached a settlement in principle for the resolution of this matter. This settlement in principle involves those Plaintiffs who were not subject to the judgments previously entered by the Court, and will be limited to the individual Plaintiffs and/or opt-ins that sign the final written settlement agreement.

The Parties are currently preparing a confidential settlement agreement, which should be executed shortly. Pursuant to FED. R. CIV. P. 41, once this confidential settlement agreement is executed, the parties shall submit a stipulation of dismissal signed by all the parties covered by the agreement. The contemplated agreement does not seek to bind non-signatories who may fall within a settlement collective or class. Therefore, the Parties are not requesting a judicial fairness hearing at this time. *See, e.g., Picerni v. Bilingual Seit & Preschool*, 925 F. Supp. 2d 368, 375 (E.D.N.Y. 2013) (“[M]y conclusion remains that the FLSA is not one of the qualifying statutes that fall within the exemption from Rule 41.”). Of course, the Parties respectfully defer to the Court’s wishes in this regard.

In the meanwhile, the Parties respectfully request that all proceedings be stayed, including but not limited to the Court’s consideration of Plaintiffs’ Rule 23 Motion, so that the parties may focus on reducing their settlement in principle to a formal written settlement agreement.

Hon. Jesse M. Furman
November 21, 2013

Page 2 of 2

We thank the Court for its time and attention to this matter.

Respectfully submitted,
THE HARMAN FIRM, PC

s/
Peter J. Andrews

cc: Joshua A. Marcus, Esq. (via ECF)
Martin Gringer, Esq. (via ECF)
Walker G. Harman, Jr. (via ECF)